CONTRACT #1 RFS # 343.10-127

Department of Health

VENDOR: Optimum Technology, Inc.

RECEIVED



AUG 2 1 2007

FISCAL REVIEW

Tennessee Department of Health Cordell Hull Building 425 5th Avenue North Nashville, Tennessee 37243

Phil Bredesen Governor

Susan R. Cooper, MSN, RN Commissioner

TO:

M. David Goetz, Jr., Commissioner, Dept. of Finance & Administration

James W. White, Executive Director, Fiscal Review Committee

FROM:

Susan R. Cooper, MSN, RN, Commissioner, Dept. of Health

Bureau of Health Licensure and Regulation

DATE:

August 21, 2007

SUBJECT: Non-Competitive Contract Amendment between Optimum Technology, Inc. and the Board of Pharmacy

Public Chapter 407 of the Acts of 2007 transferred the Board of Pharmacy from the Department of Commerce and Insurance to the Department of Health effective July 1, 2007.

The Board of Pharmacy has a contract with Optimum Technology, Inc. to implement a data repository capable of collecting, maintaining and reporting controlled substance prescription data dispensed in the State of Tennessee. The contract term is August 21, 2006 through August 20, 2008 and is funded with 100% federal funds. An amendment to this contract is necessary to reflect the Board of Pharmacy's transfer to the Department of Health.

We will provide any further information you may need upon your request.

SRC:BAR:br

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343.10-127-07						FA-07-16959-01				
State Agency					State Agency Division					
Department of Health					BHLR/Pharmacy					
Contracto	r Name					Contractor ID	# (FEI	N or SSN)		
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					paid tha	e in the appropri t is not otherwise	encumb	n which the obligat pered to pay obligat	ed expenditure is required to be lons previously incurred)	
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AMENDMENT ONE TO CONTRACT FA-07-16959-00

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the State, and Optimum Technology, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following as Section E.17.:

<u>State Agency Name</u>. Effective July 1, 2007, all references to "the Department of Commerce and Insurance" shall be deleted and replaced with "the Department of Health."

- 2. Delete Section E.2. in its entirety and insert the following in its place:
 - E.2. <u>Communications and Contacts</u>. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below <u>or</u> to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Terry Grinder, Interim Pharmacy Board Director Department of Health Tennessee Board of Pharmacy 220 Athens Way, Suite 104 Plaza 1, MetroCenter Nashville, TN 37243 Terry.Grinder@state.tn.us Telephone # (615) 741-2718 FAX # (615) 741-2274

The Contractor:

Josh M. Davda, President
Optimum Technology, Inc.
100 E. Campus View Blvd., Suite 380
Columbus, OH 43235
Josh.Davda@otech.com
Telephone# (614) 785-1110 Ext 112
FAX# (614) 785-1114

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

The other terms and conditions of this agreement not amended hereby shall remain in full force and effect.

OPTIMUM TECHNOLOGY, INC.:		
Jeonowie	6-26-07	
CONTRACTOR SIGNATURE	DATE 06-26-2007	
Josh M. Davda, President		
Josh M. Davda, President		
DEPARTMENT OF COMMERCE AND INSURANCE:		
Lesli A. Newmen JHH	6/27/2007	
LESLIE A. NEWMAN, COMMISSIONER	DATE	
DEPARTMENT OF HEALTH: SUSAN R. COOPER, MSN, RN, COMMISSIONER	8-6-07 date	
APPROVED:	,	
DEPARTMENT OF FINANCE AND ADMINISTRATION:		
M. D. GOETZ, JR., COMMISSIONER	DATE	
COMPTROLLER OF THE TREASURY:		
JOHN G. MORGAN, COMPTROLLER OF THE TREASURY	DATE	

IN WITNESS WHEREOF:

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Commerce and Insurance	•		Regulator	y Boards: Pl	narmacy				
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Optimum Technology, Inc. C- or x V- 3/123/08/ 20									
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Design, construct and implement a data repository capable of collecting, maintaining and reporting controlled substance prescription data dispensed in the State of Tennessee.									
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Non-Competitive Negotiation Negotiation w/ Government (Big), (D) GG, GU) Other									
Procurement, Process Summary (complete lor selection by Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)									